

## FEDERAL LEGISLATION AND POLICY MATTER AGREEMENT

This agreement summarizes the terms by which Minister and Head of Chancery of the Embassy of Japan (the Embassy), Takuya Sasayama, representing the Embassy, engages Hogan Lovells US LLP (HL) to act as its counsel in connection with advice and representation with respect to the U.S. Congress and the U.S. Government (this matter):

- The Embassy hereby engages HL to advise and represent it in this matter.
- HL undertakes to represent and advise the Embassy according to the standards set forth in the applicable Rules of Professional Conduct.
- This Agreement is pursuant to the April 2, 2018 attorney-client engagement letter from HL to the Embassy, and approved by the Embassy (Engagement Letter).
- Except as set forth below, the terms of the Engagement Letter shall govern the engagement of HL by the Embassy in this matter. As such, this matter shall be considered a "specific matter," as anticipated in the third paragraph of the Engagement Letter.
- Special terms that relate to this matter.
  - ◆ **Period of engagement.** The Embassy's engagement of HL in this matter shall be deemed to have begun on April 2, 2018 and shall terminate on March 31, 2019, renewable by written agreement between the Embassy and HL. Either party shall have the right to terminate this agreement at any time, without cause, upon thirty (30) calendar days' written notice to the other party.
  - ◆ **Services and reports on activities.** HL will provide services as instructed by the Embassy. Services will include advising and representing the Embassy on legislation in the U.S. Congress, and actions and policies of the Executive Branch and U.S. Government agencies, of interest to the Embassy. HL, will, as appropriate, report to the Embassy on all the activities it conducts pursuant to this agreement.
  - ◆ **Fees.** None of the funds described in the Engagement Letter ("standard... quarterly retainer") shall be used to pay for HL's services in this matter. Instead, HL will bill the Embassy \$16,000 per month. These fees will include compensation for HL's ordinary and customary out-of-pocket expenses (principally for local travel, business


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entertainment, long distance telephone and other communications, postage, document reproduction and other expenses). Any additional expenses (i.e., out-of-town travel) incurred with EOJ approval will be billed monthly and shall be reimbursed promptly upon submission of a monthly statement to EOJ. The Embassy will pay such bills, to the extent it considers them appropriate and justified, within forty days of their receipt.

  
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Senator Norm Coleman, Senior Counsel  
for Hogan Lovells US LLP

Date: May 2, 2018

Accepted by:

  
\_\_\_\_\_  
Takuya Sasayama  
Minister and Head of Chancery  
for the Embassy of Japan

Date: May 2, 2018